

UNITED STATES RAILWAY LEASING CO.

A SUBSIDIARY OF  EVANS PRODUCTS COMPANY

TRANSPORTATION SYSTEMS & INDUSTRIAL GROUP

2200 EAST DEVON AVENUE, DES PLAINES, ILLINOIS 60018 (312) 297-3200

RECORDATION NO. 8188-221 Filed & Recorded

JUN 15 1977-11 00 AM

INTERSTATE COMMERCE COMMISSION

June 14, 1977

RECORDATION NO. 8188 TT Filed & Recorded

JUN 15 1977-11 00 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 81882121 Filed & Recorded

Office of the Secretary
Interstate Commerce Commission
Washington, D. C. 20423

JUN 15 1977-11 00 AM

INTERSTATE COMMERCE COMMISSION

RE: Eighth Amendment to Chattel Mortgage
Dated as of June 1, 1977

JUN 15 1977
Date
Fee \$ 30

Gentlemen:

ICC Washington, D. C.

Pursuant to Section 20c of the Interstate Commerce Act and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing eleven (11) fully executed counterparts of the above referenced Eighth Amendment, and twelve (12) fully executed counterparts of two (2) separate Assignments of Lease, each dated as of June 1, 1977, all as more fully described herein.

The parties to the Eighth Amendment are:

Mortgagor: United States Railway Leasing Company
2200 East Devon Avenue
Des Plaines, Illinois 60018

Mortgagee: Continental Illinois National Bank and
Trust Company of Chicago, as Agent
231 South LaSalle Street
Chicago, Illinois 60693

The parties to the two (2) separate Assignments of Lease are:

Assignor: United States Railway Leasing Company
2200 East Devon Avenue
Des Plaines, Illinois 60018



FILED
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FEE COLLECTION BR.
I.C.C.

Conveyed - C. H. Kasper

Office of the Secretary
Interstate Commerce Commission
Washington, D. C. 20423
June 14, 1977

Assignee: Continental Illinois National Bank and
Trust Company of Chicago, as Agent
231 South LaSalle Street
Chicago, Illinois 60693

A description including lettering and car numbers of the equipment being added by the Eighth Amendment and a description of the Leases covered by the Assignments of Lease are contained in Schedule A hereto. The Eighth Amendment and Assignments of Lease relate to that certain Chattel Mortgage dated as of January, 1976 and recorded with the Interstate Commerce Commission as Document No. 8188. Accordingly, the Eighth Amendment and the Assignments should be filed as subfiles under that number.

Enclosed is Rosenthal and Schanfield Check No. 21282 in the amount of \$30.00 in payment of all applicable recording fees.


Since the above mentioned documents are being delivered to you by hand, we would appreciate it if you could return to the person delivering the same duly stamped copies of the documents not required to be kept by you. If this is not possible, please return the same by mail to:

I. Walter Deitch, Esq.
ROSENTHAL AND SCHANFIELD
55 East Monroe Street, Suite 4620
Chicago, Illinois 60603

Very truly yours,

UNITED STATES RAILWAY LEASING
COMPANY

BY


Assistant Secretary

LS:nev
Enclosures

SCHEDULE A

DESCRIPTION OF CARS AND LEASES

<u>TYPE OF CAR</u>	<u>QUANTITY</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>TERM (YRS.)</u>	<u>CAR NUMBERS (BOTH INCLUSIVE)</u>	<u>TOTAL COST</u>	<u>COLLATERAL VALUE</u>
52'5" 100 Ton Side Slider Cars	40	Louisiana Pacific Corporation	3-2-77	5	MILW 150400- 150439	\$1,651,456	\$1,201,059
50'6" 70 Ton Boxcars	79	The Pickens Railroad Company	5-9-74	15	NSL 100515- 100593	2,140,771	1,712,617

Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

6/6/77

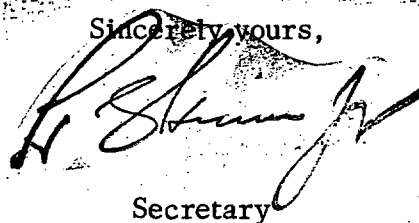
6/15/77

**I Walter Deitch
Rosenthal & Schanfield
55 East Monroe St.
Chicago, Ill. 60603**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **6/15/77** at **11:00**,
and assigned recordation number(s) **8188-TT, 8188-UU, 8188-VV**

Sincerely yours,



Secretary

Enclosure(s)

SE-30
(5/76)

INTERSTATE COMMERCE COMMISSION

_____ (herein referred to as Lessee),
have entered into a lease (herein called the Lease) dated
March 2, 1977 _____, providing for the lease by the Company to the
Lessee of Forty (40) side Slider
cars, therein described (herein referred to as the Cars); and

WHEREAS, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Agent (herein referred to as Agent), at 231 South LaSalle Street, Chicago, Illinois 60693, has agreed to act as agent under a certain Chattel Mortgage (herein called Security Agreement) dated as of January 19, 1976, securing the various obligations of the Company defined in the Security Agreement as "indebtedness hereby secured" and the Company has agreed to assign all of its right, title and interest in and to the Lease to Agent as additional security for such obligations so defined as "indebtedness hereby secured" in the Security Agreement.

1. The Company, in order to secure the payment of all obligations of the Company defined in the Security Agreement as "indebtedness hereby secured" and the performance and observance of all of the covenants and agreements in the Security Agreement, in the Credit Agreement and the Notes (referred to in the Security Agreement) and in this Assignment provided to be performed or observed by the Company, does hereby sell, assign, transfer and set over to Agent all of the right, title and interest of the Company in and to the rentals and all other amounts payable by the Lessee or any other person, firm or corporation with respect to the Cars or under the Lease, except that any amount so payable shall continue to be paid to and received by the Company until and unless Agent or its successors or the Company shall notify the Lessee or any successor to its interest that an Event of Default has occurred under the terms and provisions of the Security Agreement (as therein

defined) and that the payments are thereafter to be made to Agent, or its successors; and in furtherance of this Assignment and transfer, the Company does hereby authorize and empower Agent in the event of notice of a default as aforesaid, in its own name to sue for, collect, receive and enforce all payments to be made to the Company by the Lessee under and in compliance on the part of the Lessee with the terms and provisions of the Lease, to exercise all of the rights of the Company under any of the provisions of the Lease, and in its discretion to take any action under the Lease or with respect to the Cars as the Company could have taken thereunder if it had not assigned and transferred its rights therein, provided that nothing herein shall obligate Agent to take any action under the Lease or in respect of the Cars.

2. The Company warrants and covenants (a) that on the date hereof title to the Cars and the Lease (subject to this Assignment and the rights of the Lessee under the Lease) is vested in the Company, that it has good and lawful right to grant a security interest in the Cars and to assign the Lease as provided in the Security Agreement and herein and that its right and title thereto is free (excepting only liens for ad valorem taxes not now in default) from all liens and encumbrances, subject, however, in each case to the rights of the Lessee under the Lease and to the rights of the assignee hereunder; and (b) that notwithstanding this Assignment, it will perform and comply with each and all of the covenants and conditions in the Lease set forth to be complied with by the Company. The Company will cause notice of this Assignment forthwith to be given to the Lessee (together with a copy of this Assignment).

3. The Company represents and warrants that the Lease has been duly authorized and executed by it and covenants that it will, from time to time, at the request of Agent, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as Agent may reasonably request to give effect to the provisions hereof and to confirm the right, title and interest hereby assigned and transferred to Agent or intended so to be.

4. Pursuant to the terms of the Security Agreement and this Assignment, the Company shall not without the prior consent of Agent:

(a) terminate, modify or accept a surrender of, or offer or agree to any termination, modification, or surrender of, the Lease (except as otherwise expressly provided in the Security Agreement) or by affirmative act consent to the creation or existence of any security interest or other lien to secure the payment of indebtedness upon the leasehold estate of the Company created by the Lease; or

(b) receive or collect or permit the receipt or collection of any rental payment under the Lease prior to the date for payment thereof provided for by the Lease or assign, transfer or hypothecate (other than to the Agent under the Security Agreement) any rent payment then due or to accrue in the future under the Lease in respect of the Cars; or

(c) sell, mortgage, transfer, assign or hypothecate (other than to Agent under the Security Agreement) its interest in the Cars or any part thereof or in any amount to be received by it from the use or disposition of the Cars.

5. When the Credit (as defined in the Revolving Credit Agreement, dated as of January 19, 1976, among the Company, the Agent, as agent thereunder, and the banks parties thereto (herein called Credit Agreement)) has terminated, and upon full discharge and satisfaction of all indebtedness secured by the Security Agreement, the assignment made hereby shall terminate and all estate, right, title and interest of Agent in and to the Lease shall cease and revert to the Company. Agent agrees that upon termination of said Credit and satisfaction of the indebtedness as aforesaid or upon proper request by the Company pursuant to Section 4 of the Security Agreement, it will execute and deliver to the Company a release or reassignment of its interest hereunder as the Company may request.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate seal to be hereunto affixed, as of the 1st day of June, 1977.

ATTEST:


Assistant Secretary

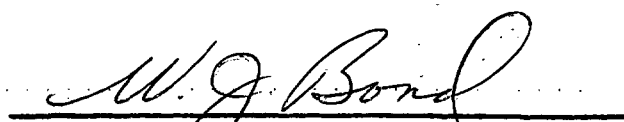
UNITED STATES RAILWAY LEASING COMPANY

By 
Vice President

ACCEPTED:

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO, as
Agent under the Security Agreement
and the Credit Agreement

ATTEST:


Operations Officer

By 
Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 12th day of June, 1977, before me
personally appeared G. L. Solomonson
and Laurence P. Prange to me
personally known, who being by me duly sworn, say that they
are, respectively, the Vice President and Assistant Secretary
of UNITED STATES RAILWAY LEASING COMPANY, an Illinois corporation,
that the seal affixed to the foregoing instrument is the corporate
seal of said corporation, that said instrument was signed and
sealed on behalf of said corporation by authority of its Board
of Directors, and that they acknowledged that the execution of the
foregoing instrument was the free act and deed of said corporation.

Neva Olsen
Notary Public

My Commission expires My Commission Expires Sept. 22, 1978

STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

On this 13th day of June, 1977, before me
personally appeared Charles E. Smith
and W. J. Bend to me
personally know, who being by me duly sworn, say that they are,
respectively, the Vice President and Operations Officer of
CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO,
a national banking association, that the seal affixed to the
foregoing instrument is the corporate seal of said association,
that said instrument was signed and sealed on behalf of said
association by authority of its Board of Directors, and they
acknowledged that the execution of the foregoing instrument was
the free act and deed of said association.

C. J. Olsen
Notary Public

My Commission expires MY COMMISSION EXPIRES FEBRUARY 14, 1980